

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11
DELPHI CORPORATION, ET AL.,	Case No. 05-44481 (RDD)
Debtors.	(Jointly Administered)

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**OBJECTION OF ARC AUTOMOTIVE, INC. TO DEBTORS'  
NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY  
CONTRACT TO BE ASSUMED OR ASSUMED AND ASSIGNED  
UNDER PLAN OF REORGANIZATION**

ARC Automotive, Inc. ("ARC"), by and through its undersigned counsel, hereby objects to the Debtors' Notice(s) of Cure Amount with Respect to Executory Contract to be Assumed or Assumed and Assigned Under Plan of Reorganization, dated December 10, 2007 ("Cure Notice") as it pertains to executory contracts numbered D0550069464 and D0550069466 (collectively, the "Executory Contracts") between ARC and the above-captioned debtors ("Debtors") and respectfully states as follows:

1. In accordance with the procedures described in the Cure Notice, ARC timely returned the Cure Notice form to Kurtzman Carson Consultants, LLC, indicating that it disagreed with the Debtors' alleged cure amounts.
2. On November 16, 2007, this Court entered its Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 9151 (ARC Automotive, Inc.) (the "Order"). Pursuant to the Order, the Debtors and ARC stipulated and agreed that ARC's claim in the amount of \$925,476.40 would be allowed.
3. ARC objects to the Cure Notice on the basis that the total cure amount is understated with respect to the Executory Contracts related to ARC and the Order of this Court. ARC asserts that to the extent the Debtors seek to assume and/or assume and

assign the Executory Contracts set forth in this Court's Order, the amount stipulated and agreed to in such Order is the correct cure amount due and owing ARC.

WHEREFORE, ARC respectfully requests that this Court, as to the Executory Contracts being assumed pursuant to the terms of the Plan, allow ARC's cure claims to be paid in full prior to the assumption of its Executory Contracts, in the full amount of all outstanding obligations for which the Debtors are in default relating to such Executory Contracts on the assumption date and to grant such other and further relief as is just and appropriate.

Dated: New York, New York  
November 14, 2008

**HALPERIN BATTAGLIA RAICHT, LLP**  
Co-Counsel to ARC Automotive, Inc.

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